

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:

Bluepoint Medical Associates, LLC

Debtor

Case No. 19-13121-KHK

Chapter 11

Wisteria 12810, LLC

Movant,

v.

Bluepoint Medical Associates, LLC

Debtor/Respondent.

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW your Movant, by counsel, and pursuant to 11 U.S.C. § 362(d) your Movant files this Motion for Relief from Stay to terminate, annul, modify, or condition the automatic stay, and in support thereof states as follows:

1. This Court has proper jurisdiction over the matters herein alleged pursuant to 28 U.S.C. § 157 and is a contested matter under the Rules of Bankruptcy Procedure 4001 and 9014.
2. On September 19, 2019, the Debtor filed a petition under Chapter 11 of the United States Bankruptcy Code.
3. The Debtor is subject to a Lease with Movant for a 2,878 square foot professional condominium space, wherein Debtor operates a sleep treatment business.
4. The Property is more particularly described as 6128 Brandon Avenue, Units # 208 and # 210, Springfield, VA 22150.

5. At the time of filing of the petition, the Debtor owed the Movant \$42,880.85 for unpaid rent due. Since the filing of the petition, the Debtor has failed to pay rent and other fees for the month of October 2019. The monthly rent is \$6,946.95. See copies of the lease agreement, the addendum to lease, and the statement of account attached as hereto **Exhibit 1, Exhibit 2 and Exhibit 3.**

6. This is a medical building, and as such there is an urgent health issue. The Debtor's units had a failure of multiple toilets on or around the time of the filing of this case, and this has caused flooding not only in these units, but tragically in the units in the floor beneath that belong to other owners who are not the Movant. The condo association is requiring the Debtor to pay for the extensive damage from the Lease required premises insurance, but apparently the Debtor is insufficiently insured. The Debtor has put carpeting back into the units after attempted drying, but there is mold accumulating. The Debtor keeps weekend and evening hours that are costing Movant for extensions of extra heat and air.

7. The Movant is not adequately protected and there is no equity in the aforesaid property for the benefit of the Debtor or Debtor's estate.

8. The arrearages aforementioned are increasing on a monthly basis and the damages are not being rectified, to the detriment of Movant's interest.

9. The failure to make payments and the failure to rectify the damages constitute a material default and thereby creates cause for relief from stay.

10. Movant has not been offered adequate protection for its interests, nor is the Debtor at all able to provide adequate protection to the Movant.

11. The aforementioned property is not necessary for an effective reorganization unless adequate protection in the form of full payment of the arrearages and full payment for the extensive damage is provided.

12. Movant is presently being injured by its inability to proceed with an unlawful detainer action to obtain possession of the premises.

WHEREFORE, and these premises considered, Movant respectfully moves this Court for relief from automatic stay so as to complete an eviction action in the Courts of this Commonwealth.

WISTERIA 12810, LLC
By Counsel

Dated: October 23, 2019

NEW DAY LEGAL, PLLC

By: /s/ John C. Morgan
John C. Morgan, Esquire, VSB # 30148
Scott W. Carpenter, Esquire, VSB # 89057
Suad Bektic, Esquire, VSB # 90012
98 Alexandria Pike, Suite 10
Warrenton, Virginia 20186
Phone: (540) 349-3232
Facsimile: (888) 612-0943
Counsel for Wisteria 12810, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of October 2019, I have provided a copy of the foregoing Motion for Relief from Automatic Stay via the CM/ECF system or by first-class, postage paid mail, to the following:

Office of the United States Trustee
1725 Duke Street, Suite 650
Alexandria, VA 22314

John T. Donelan, Esquire
125 South Royal Street
Alexandria, VA 22314
Counsel for the Debtor

/s/ John C. Morgan
John C. Morgan